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UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

FRESNO DIVISION

In re: Veronica Valencia Debtor.	**Bk. No. 13-10735-B-7** **Chapter 7** **DC No.: RCO-1** *DECLARATION IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY* Preliminary Hearing: Date: May 29, 2013 Time: 10:30 AM Place: U.S. Bankruptcy Court 2500 Tulare Street Fresno, CA 93721 Dept: B Courtroom: 12 Floor: 5th

I, Yaneli Pinto, declare under penalty of perjury as follows:

1. I am an Assistant Vice President of Bank of America, N.A. ("BANA") and am authorized to sign this declaration on behalf of BANA, as movant ("Movant") with respect

to a certain loan (the "Loan") provided to Debtor, which Loan is evidenced by the Note (defined below) and secured by the Deed of Trust (defined below).

2. As part of my job responsibilities for BANA, I have personal knowledge of and am familiar with the types of records maintained by BANA in connection with the Loan and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of BANA that pertain to the Loan and extensions of credit given to Debtor concerning the Property (defined below).

3. The information in this declaration is taken from BANA's business records regarding the Loan. I have personal knowledge of BANA's procedures for creating these types of records. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of BANA 's regularly conducted business activities; and (c) it is the regular practice of BANA to make such records.

4. The Debtor has executed and delivered that certain promissory note in the original principal amount of $231,369.00 (the "Note"). Movant, directly or through an agent, has possession of the Note. The Note is either made payable to Movant or has been duly endorsed.

5. A true and correct copy of the Note is attached hereto as Exhibit B.

6. Pursuant to that certain Deed of Trust (the "Deed of Trust"), all obligations (collectively, the "Obligations") of the Debtor under the Note and the Deed of Trust and with respect to the Loan are secured by certain real property (the "Property"). The Property address is 227 MONO LAKE AVENUE, MERCED, CA 95341.

7. A true and correct copy of the Deed of Trust is attached hereto as Exhibit C.

8. Movant is the original mortgagee or beneficiary or the assignee of the Deed of Trust. A true and correct copy of the assignment of deed of trust is attached hereto as Exhibit D.

9. As of February 26, 2013, the outstanding Obligations are:

Unpaid Principal Balance	$221,158.25
Unpaid, Accrued Interest	$26,493.01
Costs	$8,050.76
Less: Partial Payments	($0.00)
Minimum Outstanding Obligations	$255,702.02

10. In addition to the other amounts due to Movant reflected in this declaration, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred $550 in legal fees and $176 in costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

11. The following chart sets forth the number and amount of payments due pursuant to the terms of the Note that have been missed by the Debtor:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
10	May 1, 2011	February 1, 2012	$1,750.26	$17,502.60
11	March 1, 2012	January 1, 2013	$1,773.33	$19,506.63
1	February 1, 2013	February 1, 2013	$1,750.26	$1,750.26

Total: $38,759.49

12. As of February 26, 2013, the number of missed post-petition payments is 0 totaling $0.00.

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13. Pursuant to the Note, an additional monthly payment in the amount of $1,750.26 will come due on March 1, 2013.

Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 25th day of April, 2013.

Name: Yaneli Pinto
Title: Assistant Vice President